

# EXHIBIT “C”



**Proposed Putative Class Settlement with Prager Metis — Zoom (30 min) + coordination items/Proposed Putative Class Settlement with Prager Metis — Lucky D Carve-Out and Coordination (MDL No. 3076)**

From Edward E. Lehman <elehman@lehmanlaw.com>  
Date Mon 11/3/2025 4:05 AM  
To Robert Lieff <rlieff@lieff.com>  
Cc Anthony Scordo <anthonyscordo@msn.com>

FYI

Hi Fred, Brooke, and counsel—

Thanks for the note. We wish to confirm a 30-minute Zoom to coordinate (non-committal; subject to client review) for today, Mon, Nov 3, 2025, 3:00 PM San Francisco (PST, UTC-8) and 5pm EST (**Anthony Scordo**); Tue, Nov 4, 2025, 07:00 China (UTC+8). China does not observe DST; California reverted to PST on Nov 2, 2025.

Zoom: <https://us05web.zoom.us/j/5467641844?pwd=ehnCzypJYicfJH6R2iObuPEkfGntfH.1&omn=86433441612>

Meeting ID: 546 764 1844 Passcode: g3G48s

Join instructions: <https://us05web.zoom.us/join/5467641844?pwd=ehnCzypJYicfJH6R2iObuPEkfGntfH.1&omn=86433441612>

**Proposed agenda:**

1. Caption-specific carve-out for Lucky D in the release/related-action definitions (Releasing Parties / Released Claims / Related Actions).
2. Access for Rule 23(e) review: unsealed agreement + exhibits; if any sealing persists, AEO access for MDL parties under the Protective Order.
3. Bar-order scope: no restraint on prosecution of Lucky D's direct claims; a customary contribution/indemnity bar may be acceptable with judgment-reduction/offset language.
4. Notice clarity: a neutral line confirming separately represented non-class actions (including Lucky D) are not released or stayed.
5. Rule 23(e) sequencing: short meet-and-confer on text, then filing/scheduling.

Lucky D is a separately prosecuted individual action within MDL 3076; coordination is pretrial only and does not merge actions. We represent direct plaintiffs, so any resolution requires client-by-client consent. Our aim is a clean class process while preserving our separate track.

Happy to coordinate where interests align (calendar and harmless wording to avoid duplication).

Agree to an amendment (as non-debtor third parties) to add certain non-debtor third parties where supported by facts and law. If we seek leave, we will coordinate scheduling to avoid prejudice to anyone's timeline.

For efficiency, we have teed up limited motions (coordination/carve-out, unsealing, AEO access, and, if needed, a short status conference). We're prepared to hold those in abeyance if we can align.

Sincerely,

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Begin forwarded message:

**From:** Edward LEHMAN <elehman@lehmanlaw.com>

**Subject: Proposed Putative Class Settlement with Prager Metis — Zoom (30 min) + coordination items/Proposed Putative Class Settlement with Prager Metis — Lucky D Carve-Out and Coordination (MDL No. 3076)**

**Date:** November 3, 2025 at 17:03:00 GMT+8

**To:** "ffox@kaplanfox.com" <FFox@kaplanfox.com>

**Cc:** "dboies@bsfilp.com" <DBoies@bsfilp.com>, Adam Moskowitz <adam@moskowitz-law.com>, Laurence King <LKing@kaplanfox.com>, "jstrauss@kaplanfox.com" <JStrauss@kaplanfox.com>, "Joseph@moskowitz-law.com" <joseph@moskowitz-law.com>, Brooke Alexander <balexander@bsfilp.com>, "Anthony Scordo" <anthonymscordo@msn.com>, Lene Ma <lma@lehmanlaw.com>

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Sincerely,

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On Oct 31, 2025, at 03:54, Fred Fox <[FFox@kaplanfox.com](mailto:FFox@kaplanfox.com)> wrote:

Dear Ed,  
Thank you for your email of 10/27. When are you available for a call to discuss?  
Best,  
Fred

Frederic S. Fox

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**From:** Edward E. Lehman <[elehman@lehmanlaw.com](mailto:elehman@lehmanlaw.com)>

**Sent:** Monday, October 27, 2025 8:31 AM

**To:** Adam Moskowitz <[adam@moskowitz-law.com](mailto:adam@moskowitz-law.com)>; Joseph <[joseph@moskowitz-law.com](mailto:joseph@moskowitz-law.com)>; service@moskowitz-law.com <[service@moskowitz-law.com](mailto:service@moskowitz-law.com)>; dboies@bsflp.com <[dboies@bsflp.com](mailto:dboies@bsflp.com)>; aboies@bsflp.com <[aboies@bsflp.com](mailto:aboies@bsflp.com)>; Brooke Alexander <[balexander@bsflp.com](mailto:balexander@bsflp.com)>; Laurence King <[LKing@kaplanfox.com](mailto:LKing@kaplanfox.com)>; Kathleen Herkenhoff <[KHerkenhoff@kaplanfox.com](mailto:KHerkenhoff@kaplanfox.com)>; Fred Fox <[FFox@kaplanfox.com](mailto:FFox@kaplanfox.com)>; Joel Strauss <[JStrauss@kaplanfox.com](mailto:JStrauss@kaplanfox.com)>; jpafiti@pomlaw.com <[jpafiti@pomlaw.com](mailto:jpafiti@pomlaw.com)>; jalieberman@pomlaw.com <[jalieberman@pomlaw.com](mailto:jalieberman@pomlaw.com)>; Alex Hood <[ahood@pomlaw.com](mailto:ahood@pomlaw.com)>; peretz@bgandg.com <[peretz@bgandg.com](mailto:peretz@bgandg.com)>; eitank@bgandg.com <[eitank@bgandg.com](mailto:eitank@bgandg.com)>; mwites@witeslaw.com <[mwites@witeslaw.com](mailto:mwites@witeslaw.com)>; Anthony Scordo <[anthonyscordo@msn.com](mailto:anthonyscordo@msn.com)>

**Cc:** Karolina Lehman <[klehman@lehmanlaw.com](mailto:klehman@lehmanlaw.com)>; Scott Garner <[sgarner@lehmanlaw.com](mailto:sgarner@lehmanlaw.com)>; Tony Lehman <[tlehman50@hotmail.com](mailto:tlehman50@hotmail.com)>; Katherine Patnode <[kpnode@me.com](mailto:kpnode@me.com)>; Monica McGregor <[mcgregor1100@gmail.com](mailto:mcgregor1100@gmail.com)>; John Lehman <[jlehman@lehmanbush.com](mailto:jlehman@lehmanbush.com)>; Robert Lieff <[rlieff@lieff.com](mailto:rlieff@lieff.com)>

**Subject:** [External] Proposed Putative Class Settlement with Prager Metis — Lucky D Carve-Out and Coordination (MDL No. 3076)

Dear Adam, Joseph, Brooke, & other co-counsel,

I write as pro hac vice counsel for the Lucky D HNW individual plaintiffs to address the Oct. 9, 2025 proposed putative class settlement with Prager Metis and to ensure the agreement neither releases nor impairs the separately prosecuted Lucky D claims.

#### Facts

**CAPTION & POSTURE.** Lucky D et al. v. Prager Metis LLP et al., No. 1:23-cv-23871 (S.D. Fla.) (transferred from No. 2:23-cv-00389 (D.N.J.)) is coordinated within In re FTX Cryptocurrency Exchange Collapse Litig., MDL No. 3076 (S.D. Fla.). Lucky D was filed on Jan. 24, 2023 and predates MDL centralization on June 5, 2023. It asserts individual claims against Prager Metis LLP (and Armanino LLC). No class has been certified to our knowledge, in all related actions while Lucky D. represents individual HNW claimants and is not a putative class action.

**OTHER ACTIONS NAMING PRAGER METIS.** According to the MDL record, four federal actions named Prager Metis: (i) Pierce v. Bankman-Fried et al., No. 3:22-cv-07444 (N.D. Cal.), filed Nov. 23, 2022; (ii) Hawkins v. Bankman-Fried et al., No. 3:22-cv-07620 (N.D. Cal.), filed Dec. 2, 2022; (iii) Papadakis v. Bankman-Fried et al., No. 3:23-cv-00024 (N.D. Cal.), filed Jan. 3, 2023 (corrected Jan. 5, 2023); and (iv) Lucky D. Per the MDL filings, the first three are putative class actions; Lucky D remains the only non-putative action in the MDL.

**COUNSEL HISTORY & NOTICE.** Lucky D counsel had been in active settlement discussions with Prager Metis through Joanna R. Travalini of Sidley Austin (and others). Lucky D. counsel were not consulted regarding any proposed class settlement. On Oct. 9, 2025, putative class counsel and Prager Metis reportedly filed a Joint Notice of Proposed Settlement which is under seal and not accessible to Lucky D. counsel.

#### Authority

MDL coordination under 28 U.S.C. § 1407(a) preserves the separate identity of individual actions, including trial rights. *Lexecon Inc. v. Milberg Weiss Bershad Hynes & Lerach*, 523 U.S. 26, 34–35 (1998). Any settlement must respect due process limits on binding non-parties and separately

represented litigants. Phillips Petroleum Co. v. Shutts, 472 U.S. 797, 811–12 (1985); Ortiz v. Fibreboard Corp., 527 U.S. 815, 846–48 (1999). And class settlements must satisfy Rule 23(e) without prejudicing parallel individual actions. Amchem Prods., Inc. v. Windsor, 521 U.S. 591, 620–21 (1997); MANUAL FOR COMPLEX LITIGATION (FOURTH) § 21.61 (Fed. Judicial Ctr. 2004).

#### Requests

##### 1) Scope & Carve-Outs.

Identify whether the settlement definitions of “Releasing Parties,” “Released Claims,” and “Related Actions” expressly exclude Lucky D. If not, please confirm agreement to insert the following bright-line carve-out:

*“For the avoidance of doubt, nothing in this Settlement Agreement releases, resolves, bars, enjoins, stays, compromises, or otherwise affects any claim, defense, right, or remedy asserted or assertable in Lucky D et al. v. Prager Metis LLP et al., No. 1:23-cv-23871 (S.D. Fla.) (the ‘Lucky D Action’), including without limitation rights to prosecute, settle, or enforce judgments therein.”*

Provide redlines to any affected definitions confirming: *“Without prejudice to any claim/defense/right/remedy in the Lucky D Action; no release, bar order; or injunction shall apply to, stay, or impair the Lucky D Action; and to the extent of conflict, the carve-out controls.”*

##### 2) Core Papers.

Produce the unredacted settlement agreement and all exhibits/side letters (cooperation; judgment-reduction/offset; contribution/indemnity; bar-order text; release definitions; notice/administration). Confirm production under the existing MDL protective order (or propose a short-form).

##### 3) Approval Timeline & Relief.

Provide the preliminary-approval schedule. Confirm that no injunction or bar order will be sought that would enjoin, stay, impair, or preclude Lucky D proceedings, discovery, or settlement. Confirm notice materials will not suggest Lucky D claims are released or stayed.

##### 4) Meet-and-Confer.

Confer before any preliminary-approval filing. We can meet Oct. 28–30, 2025, 8:00–9:00 a.m.

#### Next Steps

Please respond by Oct. 30, 2025 at 5:00 p.m. ET so we can finalize coordination and avoid unnecessary motion practice.

Nothing herein waives any right, including the right to object, to seek relief from the Court, to intervene if necessary, or to pursue independent resolution. Our aim is coordinated, efficient administration: a clean putative class settlement that does not touch Lucky D, or explicit exclusions that eliminate ambiguity. This communication is made for purposes of compromise under **Fed. R. Evid. 408**.

Sincerely,

Edward LEHMAN  
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